

Cover page for:

Preliminary Title Insurance Schedules
(with copies of recorded exception documents)

Preliminary title insurance schedules prepared by:

Titles of Dakota

(File Number: 24-0936)

Pt. of Auction Tract 3
(and other land)
(Charles Mix County, South Dakota)

For September 23, 2024 auction to be conducted by:
Schrader Real Estate and Auction Company, Inc.

On behalf of:

James & Katherine L. Andersh Revocable Family Trust



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Titles of Dakota
Issuing Office: 17 North 4th Ave., P.O. Box 160, Lake Andes, SD 57356
Issuing Office's ALTA® Registry ID: 0005107
Loan ID No.:
Commitment No.: 24-0936
Issuing Office File No.: 24-0936
Property Address: Wagner, SD 57380

SCHEDULE A

1. Commitment Date: September 6, 2024 at 08:00 AM
2. Policy to be issued:
 - a. ALTA Owners Policy (07/01/21)
 - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - Proposed Amount of Insurance: \$5,000.00
 - The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:

The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021
5. The Land is described as follows:

Southeast quarter (SE¼), less .42 A County R/W and Except Lot H-2 (6.77 A), Section thirty-four (34), Township ninety-six (96) North, Range sixty-two (62) West of the Fifth Principal Meridian, Charles Mix County, South Dakota.

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SCHEDULE A
(Continued)

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

TITLES OF DAKOTA

By: Judy Miner
Judy Miner, Title Examiner
17 North 4th Avenue / PO Box 160
Lake Andes, South Dakota 57356-0160
(605) 487-7271

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By: C Monroe President
Attest: David Wald Secretary

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Complete and return buyers/borrowers/sellers affidavit at the time of closing.
6. Record the Durable Power of Attorney for James Andersh.
7. Record the Durable Power of Attorney for Katherine L. Andersh.
8. Procure and record a Notary Affidavit to correct the Notary Acknowledgment on Quit Claim Deed recorded in Book 135 of Deeds, page 451. The deed was executed by the Power of Attorney for James Andersh and Katherine L. Andersh, and the acknowledgement used is for an individual.
9. Procure and record a properly executed deed from The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021 To Be Determined.
10. Procure and record a properly executed Certificate of Trust in accordance with SDCL 55-4-51.3 regarding The James and Katherine L. Andersh Revocable Family Trust u/d/t November 22, 2021.
NOTE: The Certificate of Trust must be executed simultaneously with the conveyance being insured.
11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being Insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent herewith when the final amounts are approved.

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Commitment for Title Insurance (07-01-2021)
Schedule BI



24-0936



COMMITMENT FOR TITLE INSURANCE

SCHEDULE B, PART II
Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any liens, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims, title, or interest in any minerals, mineral rights, or related matters, or rights of access and egress, including but not limited to oil, gas, coal, and other hydrocarbons; (b) exceptions, reservations, and restrictions contained in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
8. Rights of tenants in possession under the terms of unrecorded leases.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0936

SCHEDULE B, PART II

(Continued)

9. The 2023 real estate taxes due and payable in 2024 are due and payable as follows:

SE¼ less 0.42 A County R/W, Except Lot H2 (6.77 A.), Section 34 - T95N - R62W, assessed to James & Katherine L Andersh co-trustees, James & Katherine L Andersh Revocable Family Trust, 40140 SD Hwy 46, Wagner, SD Parcel #04.34.4000 (152.81 A), tax in the total amount of **\$1,815.80**, first installment of \$907.90 paid, second installment of **\$907.90 - - - - UNPAID**

Subject to real estate taxes for the 2024 tax year which are not yet due and payable.

10. Right-of-Way Easement - executed by James and Katherine Andersh, husband and wife, to Randall Community Water District, dated June 4, 1975, filed March 14, 1977 at 4:00 o'clock P.M., recorded in Book 27 of Miscellaneous Records, page 350. See copy attached.
11. Buried Exchange Facility Easement - executed by James Andersh and Katherine L. Andersh to Northwestern Bell Telephone Company, an Iowa corporation, dated April 7, 1977, filed June 29, 1978 at 10:00 o'clock A.M., recorded in Book 29 of Miscellaneous Records, page 153-154. See copy attached.
12. Assignment and Assumption of Right of Way (Private) - executed between U S West Communications, Inc, successor in interest to Northwestern Bell Telephone Company, an Iowa Corporation which merged into The Mountain States Telephone and Telegraph Company, whose name was changed to U S West Communications, Inc. (Assignor) and Fort Randall Telephone Company, a South Dakota corporation, (Assignee), dated June 21, 1996, filed March 31, 1997 at 10:15 o'clock A.M., recorded in Book 42 of Miscellaneous Records, page 165-246, along with other property. See copy attached.
13. Vested Drainage Right Form - executed by Evonne M. Gregory, RR 1, Box 174, Sioux City, Iowa, dated June 16, 1992, filed June 26, 1992 at 9:00 o'clock A.M, recorded in Book 38 of Miscellaneous Records, page 683. See copy attached.
14. Right-of-Way Easement executed by James Andersh and Katherine L. Andersh, husband and wife, to Charles Mix Electric Association, Inc., a co-operative corporation, dated March 13, 1998, filed March 27, 1998 at 10:40 o'clock A.M., recorded in Book 43 of Miscellaneous Records, page 250-251. See copy attached.
15. Any adverse claim to title made by or on behalf of an Indian Allottee or the heirs of such Allottee based upon the assertion that such land was improperly removed from the United States Government Trust Protection.
16. Section line highways by operation of law, South Dakota Code 31-18-1, and unrecorded underground easement, if any.
17. Any setback lines and utility easements that may exist.

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0936

SCHEDULE B, PART II
(Continued)

18. Subject to such further matters as may appear of record at the time the final policy is issued.

- END OF SCHEDULE B -

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ALTA Commitment for Title Insurance (07-01-2021)
Schedule BII



24-0936

MISCELLANEOUS RECORD No. 27

CHARLES MIX COUNTY, SOUTH DAKOTA

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

Know All Men By These Presents:

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to James and Katherine Andersh, husband and wife, hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-16 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

S 1/2 Section 34 Township 96 Range 62

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement. The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent and of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 4th day of June, 1975.

James Andersh(SEAL)
Katherine Andersh(SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

On this the 4th day of June, 1975, before me Glenda M. Hall, the undersigned officer, personally appeared James Andersh and Katherine Andersh, husband and wife,

known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

My Commission expires:

Jan. 30, 1983(SEAL) Glenda M. Hall Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss. I certify the within instrument was filed on record the 14th day of March, 1977 at 4 o'clock P.M. and recorded in book 27 of Miscellaneous and page 350.

Linda Matuska Dep. Martha M... Register of Deeds

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

RIGHT-OF-WAY EASEMENT

Know All Men By These Presents:

That in consideration of One Dollar (\$1.00) or in consideration of the benefits to be derived by the laying of the water lines hereinafter described to James Larry Cihak and Sharon Cihak hereinafter referred to as GRANTOR, by RANDALL COMMUNITY WATER DISTRICT, a public entity formed under SDCL 46-16 as amended, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, maintain, replace, and remove water pipes, connections, valves, and all other devices used in connection with the operation of a rural water system, over, across and through the land of the GRANTOR, situated in Charles Mix County, State of South Dakota, said land being described as follows:

S 1/2 of Section 23-96-62

together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns for the purposes of this easement. The easement shall be thirty (30) feet in width, the center line of which is described as follows: Fifteen (15) feet on either side of the center line of the pipeline as constructed, and insofar as possible the center line shall be Fifteen (15) feet inside of the fence line which fence line is the boundary of the property of the GRANTORS.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The GRANTEE covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent and of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 19th day of March, 1976.

James L. Cihak(SEAL)
Sharon Cihak(SEAL)

STATE OF SOUTH DAKOTA, COUNTY OF Charles Mix ss.

On this the 19th day of March, 1976 before me Glenda M. Hall, the undersigned officer, personally appeared James Larry Cihak and Sharon Cihak, husband and wife

known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

My Commission expires:

Jan. 30, 1983(SEAL) Glenda M. Hall Notary Public, South Dakota.

State of South Dakota, County of Charles Mix ss. I certify the within instrument was filed on record the 14th day of March, 1977 at 4 o'clock P.M. and recorded in book 27 of Miscellaneous and page 350.

Linda Matuska Dep. Martha M... Register of Deeds

Form SDE 197
(Rev. 10-66)

BURIED EXCHANGE FACILITY EASEMENT

The undersigned owner(s) of an interest in the real estate described below (hereinafter called "Owner") hereby grant(s) and convey(s) to NORTHWESTERN BELL TELEPHONE COMPANY, an Iowa corporation, its associated and allied companies, its and their respective successors, assigns,

lessees and agents (hereinafter called "Company"), in consideration of the sum of \$25.00

Twenty-five and no/100 Dollars received from the Company and of the agreements stated below, a right of way and easement to construct, operate, maintain, replace, and remove a communications system consisting of buried cable or wires, surface terminals, surface markers (at fence lines, if any) and associated equipment, together with the right of access thereto for the purpose of exercising the rights herein granted, upon, under and

across the following described real estate located in the County of Charles Mix, State of South Dakota.

The South Half of the South Half of the Southeast Quarter
(S 1/2, S 1/2, SE 1/4) of Section 34, Township 96 North,
Range 62 West.

The Company agrees to bury all cables and wires below plow depth in order to not interfere with ordinary cultivation of the land, and to pay for all damage to Owner's property arising from the Company's exercise of the rights herein granted, except as stated below: Exceptions (if any): NONE

Signed this 7th day of April, 1977

WITNESSES:

Mary E. Dawley

OWNER:

James Andersen
Katherine L. Andersen

Individual Acknowledgment

STATE OF South Dakota
COUNTY OF Charles Mix ss.

On this the 7th day of April, 1922, before me,
Mary E. Dawley, the undersigned officer,
personally appeared James Andrew and
Katherine L. Andrew, husband & wife
known to me or satisfactorily proven to be the person(s) whose name(s) are subscribed to
the within instrument and acknowledged that they executed the same for the purposes therein
contained.

In witness whereof I hereunto set my hand and official seal.

MARY E. DAWLEY, Notary Public
South Dakota
My Commission Expires Sept. 13, 1924

Mary E. Dawley
Notary Public

Corporate Acknowledgment

STATE OF _____ }
COUNTY OF _____ } ss.

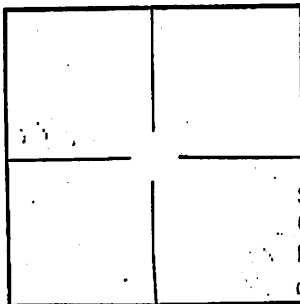
On this the _____ day of _____, 19____, before me,
_____, the undersigned officer,
personally appeared _____
who acknowledged himself to be the _____
of _____, a corporation,
and that he, as such _____, being authorized
so to do, executed the foregoing instrument for the purposes therein contained, by signing the name
of the corporation by himself as _____

In witness whereof I hereunto set my hand and official seal.

Notary Public

864

Name of Town _____
Line Section _____
Secured by _____
Post Office Address of Owner _____



R.O.W. No. 69514
Est. or
J.O. No. 12727

State of South Dakota, }
County of Charles Mix } ss.
I certify the within instrument was filed
for record the 29 day of June
1922 at 10 o'clock A.M. and re-
corded in book 29 of M.R.
and page 153-154

Martha Tolmes
Register of Deeds

By _____ Dep.

Return To:
 Bruce Hanson, Treasurer
 227 S. Main, P O Box 800
 Clara City, MN 56222

Recording Information:

**ASSIGNMENT AND ASSUMPTION OF RIGHT OF WAY
 (PRIVATE)**

THIS INDENTURE, made effective this 21st day of June, 1996, between U S WEST COMMUNICATIONS, INC., successor in interest to Northwestern Bell Telephone Company, an Iowa corporation, which merged into The Mountain States Telephone and Telegraph Company whose name was changed to U S WEST COMMUNICATIONS, INC., whose address is 1600 Bell Plaza, Seattle, WA 98191 (hereinafter referred to as "Assignor"), and **FORT RANDALL TELEPHONE COMPANY**, a South Dakota corporation, whose address is 227 S. Main, P O Box 800, Clara City, MN 56222 (hereinafter referred to as "Assignee").

WITNESSETH: that the Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it paid by the Assignee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, convey, assign, transfer and set over, but without warranty, unto the Assignee, its successors, assigns, lessees and agents, all rights, privileges and easements which the Assignor has or may have by virtue of the grants, deeds, indentures, releases and receipts in and to the lands described in said instruments in the County of Charles Mix, State of South Dakota, the nature and extent of said rights, privileges and easements and the lands affected thereby being more particularly set forth in Exhibit A, attached hereto and hereby made a part hereof and delivered simultaneously with these presents (the "Permits"); provided, however, that so long as specifically permitted by said Permits, Assignor shall retain the right to use such rights, privileges and easements for maintenance of Assignor's wireline telecommunications facilities now located in said easements.

To have and to hold the right of way and easements herein granted unto the Assignee, its successors, assigns, lessees and agents, to its and their own use and behalf forever.

Assignee hereby accepts the foregoing assignment of the Permits and in consideration thereof agrees to be bound by all of the terms and conditions set forth therein and further agrees to assume and perform all of the obligations of Assignor thereunder as those obligations relate to the rights, privileges and consents conveyed herein, with respect to any period of time commencing on or after the date hereof.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same instrument, even though no single counterpart has been executed by both parties.

This document was prepared by: Henry B. Pickens, Esq.
 U S WEST, Inc.
 7800 E. Orchard Rd., Suite 490
 Englewood, CO 80111
 (303) 793-6505

ly:\cocotran\lmsd\privrow.doc
 6/3/96

Continued on following page

7-17-97 Amendment See Book 42M Pg. 460-464

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Private Right of Way Agreement effective as of the Closing Date, notwithstanding the actual date of signature.

ASSIGNOR:

ASSIGNEE:

U S WEST COMMUNICATIONS, INC.

FORT RANDALL TELEPHONE COMPANY, a South Dakota corporation

Linda J. Laskowski
By: Linda J. Laskowski
Title: Vice President-South Dakota

Bruce Hanson
By: Bruce Hanson
Title: Treasurer

[CORPORATE SEAL]

[CORPORATE SEAL]

Continued on following page

This document was prepared by: Henry B. Pickens, Esq.
U S WEST, Inc.
7800 E. Orchard Rd., Suite 490
Englewood, CO 80111
(303) 793-6505

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss.
 COUNTY OF MINNEHAHA)

On this the 18th day of June, 1996, before me,
Faye Meyer, the undersigned officer, personally appeared Linda J. Laskowski,
 who acknowledged herself to be the Vice President - South Dakota of U S WEST
 Communications, Inc., a corporation, and that she as such Vice President being authorized
 so to do, executed the foregoing instrument for the purposes therein contained, by signing
 the name of the corporation by herself as Vice President.

In witness whereof I hereunto set my hand and official seal.

Faye Meyer
 Notary Public

[SEAL]

Faye Meyer

Continued on following page

This document was prepared by: Henry B. Pickens, Esq.
 U S WEST, Inc.
 7800 E. Orchard Rd., Suite 490
 Englewood, CO 80111
 (303) 793-6505

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this the 18th day of June, 1996, before me, Faye Meyer, the undersigned officer, personally appeared Bruce Hanson, who acknowledged him/herself to be the Treasurer of FORT RANDALL TELEPHONE COMPANY, a South Dakota corporation, a corporation, and that s/he as such Treasurer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Treasurer.

In witness whereof I hereunto set my hand and official seal.

Faye Meyer
Notary Public
Faye Meyer

[SEAL]

Continued on following page

This document was prepared by: Henry B. Pickens, Esq.
U S WEST, Inc.
7800 E. Orchard Rd., Suite 490
Englewood, CO 80111
(303) 793-6505

101. Pursuant to a Buried Exchange Facility Easement dated April 7, 1977, the Assignor was granted an easement by James Andresh and Katherine L. Andresh, husband and wife, across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

The South Half of the South Half of the Southeast Quarter (S1/2, S1/2, SE1/4) of Section 34, Township 96 North, Range 62 West,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 153-154.

102. Pursuant to a Buried Exchange Facility Easement dated April 21, 1977, the Assignor was granted an easement by Wayne W. Ramsdell and Fae E. Ramsdell, husband and wife, across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

The South 150 Feet of the East 510.6 Feet of the South 603.6 Feet of the Southeast Quarter (SE1/4) of Section Thirty-Four (34), Township Ninety-Six North, Range Sixty Three West (63-W),

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 155-156.

103. Pursuant to a Buried Exchange Facility Easement dated May 11, 1977, the Assignor was granted an easement by Katherine Slaba across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

A parcel of land beginning at the Northeast corner (NE) of the Southwest Quarter of the Northeast Quarter (SW1/4, NE1/4) of said Section 20, thence running south 58.70 chains to the east bank of the Choteau Creek, thence running northwesterly along the bank of said Choteau Creek to the north side of the Southwest Quarter of the Northeast Quarter (SW1/4, NE1/4) of said Section 20, thence east 11.56 chains to the point of beginning of said property in Section 20, Township 96 North, Range 63 West,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on June 29, 1978, at 10:00 a.m., in Book 29 of M. R., Pages 157-158.

Continued on following page

- 253. Pursuant to a Buried Exchange Facility Easement dated January 17, 1973, the Assignor was granted an easement by Robert Hruska across real property located in the County of Charles Mix, State of South Dakota, and legally described as follows:

SW1/4 Sec 32 T97N R65W of 5th PM,

which Buried Exchange Facility Easement was filed for record in the Office of the Register of Deeds for the County of Charles Mix, State of South Dakota, on May 23, 1973, at 10:00 a.m., in Book 25 of Misc. Records, Page 146.

94151

STATE OF SOUTH DAKOTA)
 COUNTY OF CHARLES MIX) ss

I certify the within instrument was filed of record the 31st day of March 1997 at 10:15 o'clock AM, and recorded in Book 42 of Misc. Records, page 165-246.

Monica Walder
 Monica Walder, Register of Deeds

Claimant of Vested Drainage Right:

Name Gregory Evonne M.
(Last) (First) (Middle)

Address RRI Box 174
Political Subdivision or Company name (if applicable)

City Stony City State Iowa Zip Code 51108

Co-Owner or Other Interest Owner:

Name _____

Address _____

City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained:
NE 1/4 of Sec. 34, Twp 96N Rg. 62W in the County of Charles Mix

B. State the legal description of the land onto which the water is drained:
SE 1/4 of Sec. 34, Twp 96N Rg. 62W in the County of Charles Mix

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right:
_____ of Sec. _____, Twp _____ Rg. _____ in the County of _____

3. The man made modifications consist of see attachment A (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/SCS map.
see attachment "A" and ASCS aerial photo attachment "B"

4. State the general course and direction of the water flow by means of the drainage right:
South West

5. State the general course and direction of the natural flow:
A. Same as section 4; or
B. _____

6. State any facts you believe relevant to the vested drainage rights:
Farmable waterway still moves water to fence line and onto adjacent land.

7. The claimed drainage right has existed since:
A. _____ / _____ / _____; or
B. Unknown

Evonne M. Gregory Dated this 16 day of June, 1992
Evonne M Gregory

Signatures of claimants

State of Iowa)
County Of Woodbury) SS

On this 16 day of June, 1992, before me, Marlene E Yarosevich, the undersigned officer, personally appeared Evonne M. Gregory, known to me or satisfactorily proven to be the person whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

SEAL

Marlene E Yarosevich
Marlene E Yarosevich
Notary State of Iowa
Title of Officer

Continued on following page

My commission expires 8/93

VESTED DRAINAGE RIGHT FORM

684

Claimant of Vested Drainage Right: Name Gregory Evonne M.

Address RRI Box 174 City Stony City State Iowa Zip Code 51108

Co-Owner or Other Interest Owner: Name _____ Address _____ City _____ State _____ Zip Code _____

2. A. State the legal description of the land from which the water is drained: NE 1/4 of Sec. 34, Twp 96N Rg. 62W in the County of Charles Mix

B. State the legal description of the land onto which the water is drained: NE 1/4 of Sec. 34, Twp 96N Rg. 62W in the County of Charles Mix

C. State the legal description of the land for which the drainage right is claimed, if different from A, through a prescriptive right: _____ of Sec. _____, Twp _____ Rg. _____ in the County of _____

3. The man made modifications consist of see attachment A (i.e. drain tile, ditch, levee, dike etc.). Generally describe the modifications in terms of length, depth, width, etc. (i.e. a ditch 3ft. deep and 80ft. long):

Note: If drainage improvements are difficult to describe in sections 3-5, show them on an attached ASCS/SCS map. see attachment "A" and ASCS aerial photo attachment "B"

4. State the general course and direction of the water flow by means of the drainage right: NO. II - northwest NO. III - southwest NO. I - northwest
NO. IV - southwest NO. VII - west, southwest

5. State the general course and direction of the natural flow: A. Same as section 4; or B. _____

6. State any facts you believe relevant to the vested drainage rights: Farmable waterways and plow furrows move water across land onto drainage ditch or natural drainage into pasture.

7. The claimed drainage right has existed since: A. _____ / _____ / _____; or B. Unknown

Evonne M. Gregory Dated this 16 day of June, 1992.
Evonne M Gregory
Signature of claimant

State of Iowa)
County Of Woodbury) SS

On this 16 day of June 1992, before me, Marlene E Yarosevich the undersigned officer, personally appeared Evonne M. Gregory known to me or satisfactorily proven to be the person whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and official seal.

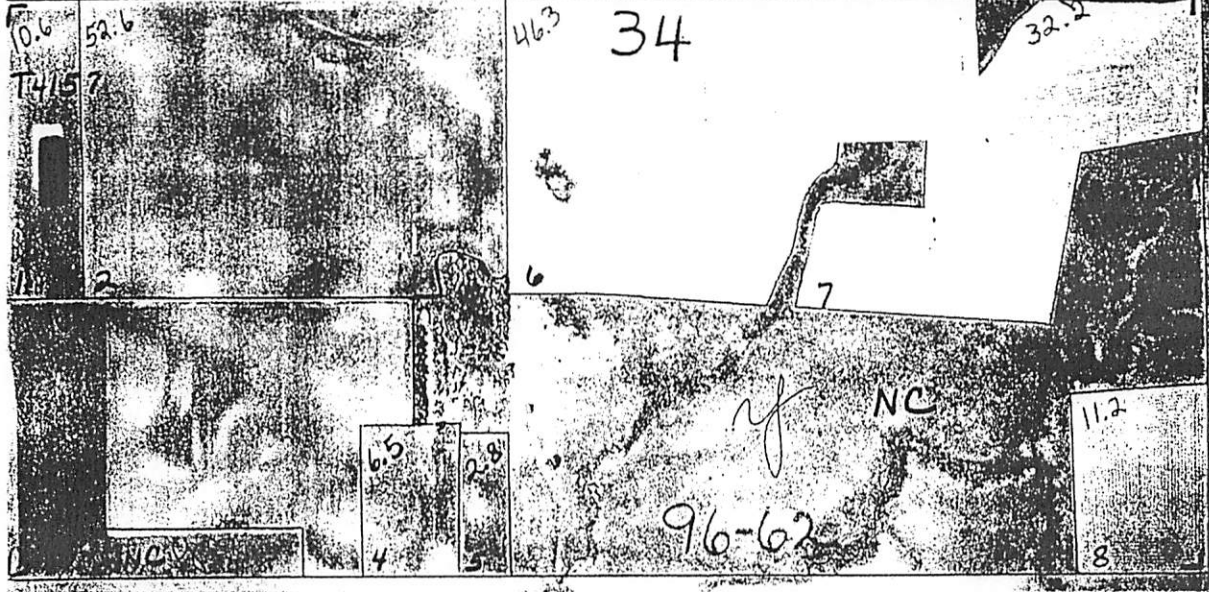
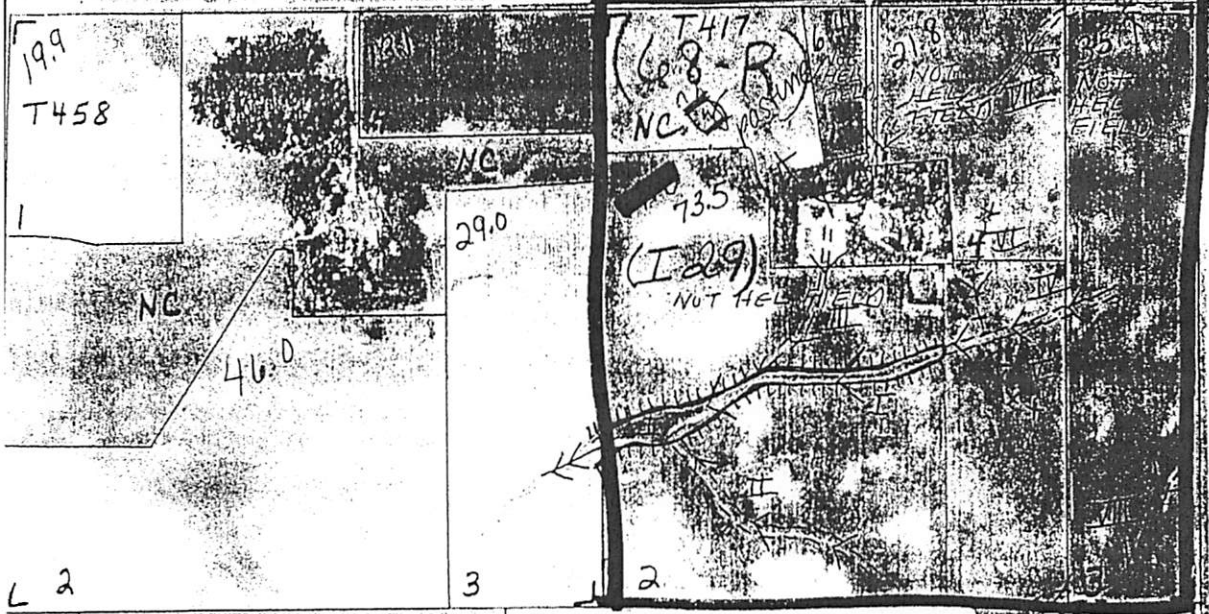
SEAL Marlene E Yarosevich
Marlene E Yarosevich
Notary State of Iowa
Title of Office

Continued on following page

My commission expires 8/93

5221 Gregory NE 1/4 sec 34-T96N-R62W attachment B

NOT TO SCALE



Continued on following page

Vested Drainage Right Schedule

Attachment A to Certificate from Farm # 13221 Gregory
NE 1/4-34-T96N-62W


Date: JUNE 10, 1992

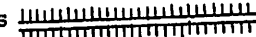
Page 1 of 1

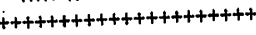
Identification	Description	Measurements Length x Width x Height and/or Depth	Comments	Date Installed
I	Drainage Ditch	1500' x ^{50'} 100' x 2'-6'		1960's
		x x		
II	Farmable waterway	1000' x 20' x 1'-3'		unknown
		x x		
III	Farmable waterway	600' x 20' x 1'-2'		unknown
		x x		
IV	Farmable waterway	800' x 20' x 1'-3'		unknown
		x x		
V	Plow Furrow	350' x 5' x 1'		unknown
		x x		
VI	Plow Furrow	600' x 5' x 1'		unknown
		x x		
VII	Farmable waterway	1700' x 25' x 2'-4'		unknown
		x x		
VIII	Farmable waterway	1000' x 25' x 1'-4'		unknown
		x x		
		x x		
		x x		

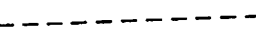
Vested Drainage Rights Legend for Aerial Photo

Grass Waterways 

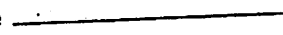
Farmable Waterways 

Drainage Ditches 


Plow Furrows 

Terraces or Diversions 

Dikes & Levees 

Edge of Drainage 

Tile Lines/Drainages 

Tile Inlets/Outlets 

Culverts 

Dams 

Dugouts 

Drainage Direction 

STATE OF SOUTH DAKOTA)
 COUNTY OF CHARLES MIX) ss

Filed for record this 26th day of June 1992 at 9:00 o'clock AM, and recorded in Book 38 of Misc. Records, page 682-686.

Monica Walder
 Monica Walder, Register of Deeds

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (whether one or more)

James Andersh & Katherine L. Andersh

(unmarried) (husband and wife) for a good and valuable consideration, the receipt, whereof is hereby acknowledged, do hereby grant unto Charles Mix Electric Association, Inc., a co-operative corporation (hereinafter called the "Co-operative"), whose post office address is Lake Andes, South Dakota, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Charles Mix, State of South Dakota, and more particularly described as follows:

South Half (S $\frac{1}{2}$)

In Section 34, Township 26N, Range 62W

and to construct, operate and maintain on the above-described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery that may interfere with or threaten to endanger the operation and maintenance of said line or system.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment installed on the above-described lands at the Co-operative's expense, shall remain the property of the Co-operative, removable at the option of the Co-operative upon termination of service to or on said lands.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

* IN WITNESS WHEREOF, the undersigned have set their hands and seals this 13 day of March 1998

* James Andersh (L.S.)
Katherine Andersh (L.S.)

(L.S.)
(L.S.)

James Andersh
Katherine Andersh

Signed, sealed and delivered in the presence of:

STATE OF SOUTH DAKOTA) INDIVIDUAL ACKNOWLEDGEMENT
COUNTY OF) ss

On this the 13th day of March, 1998, before me, Glenda M. Hall
the undersigned officer, personally, appeared James Andersh & Katherine L. Andersh
known to me or satisfactorily proven to be the person whose name is ARE
subscribed to the within instrument and acknowledged that they executed the same for the purposes therein
contained.

In Witness Whereof I hereunto set my hand and official seal.

Glenda M. Hall
Glenda M. Hall (SEAL)

My commission expires: 1-30-99 Notary Public, Charles Mix County

State of South Dakota
Glenda M. Hall

Notary Public, South Dakota
My commission expires: 01-30-99

STATE OF SOUTH DAKOTA)
COUNTY OF CHARLES MIX)^{ss}

I certify the within instrument was filed on record the 27th day of March 1998
at 10:40 o'clock AM and recorded in Book 43 of Misc. and page 250-251.

Monica Walder
Monica Walder, Register of Deeds

Julie Pavel
Julie Pavel, Deputy
